

URANIUM LEASE - N. TEX. - T-1119-Ind-8913
Glenn D. Williams *6-2-54* Allotted Lands
Eff. 11/30/51 100.00 Acres
Allotment # 077031 *11/30/51*

Assgd to: ~~Santa Fe Uranium Co.~~ 7/9/54.

Merger, change to: Federal Uranium Corp.

Copy Mailed to Wash. from 3-8-51

RECEIVED

5-154e
(May 1949)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No.

U. S. Geological Survey
Carlsbad, N. M.

I-149-Ind.-8913

17131

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7 day of June, 1951, entered into by and between
Brown Vandever, Allottee No. 077031, lessor,
and Glenn D. Williams and J. T. Hutton (Later assigned to Santa Fe Uranium Company), lessee,
covering the following-described lands in the County of McKinley (Eastern Navajo)
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico, to-wit:

lots 3, 4, & 1/2 SW 1/4 ofSection 18,Township 13 North, Range 10 West, N.M.P.M.Containing 163.38 Acres

Now, THEREFORE, for and in consideration of One and no/100
dollars (\$ 1.00), the receipt of which is hereby acknowl-
edged, the said Santa Fe Uranium Company (Now merged into Federal Uranium Corp.)
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys by the
above mentioned merger all of its right, title, and interest in and to said lease,
and all of its right, title and interest in and to the land therein
described,

subject to the approval of the Secretary of the Interior, to Federal Uranium Corporation
Nevada, of

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set _____ hand and seal, this 14th
day of September, 1955

Santa Fe Uranium Company

H. P. Brownson Pre
J. T. Hutton Sec

STATE OF Utah }
COUNTY OF alt are } ss:

Before me, a notary public, in and for said county and State on this 14 day of September, 19 55
personally appeared H.R. Brownson & A.D. Morgan
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
President and Secretary and acknowledged to me that
he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corpora-
tion, for the uses and purposes therein set forth.

My commission expires July 18, 19 59

Margaret H. Stewart
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____
personally appeared _____

_____, to me known to be the identical person who executed the
within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior,
hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described inden-
ture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to fur-
nish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set _____ hand and seal this 14
day of September, 19 55

Federal Uranium Corporation

Attest: [Signature] By: [Signature]

CONSENT OF SURETY

The _____, of _____,
_____, surety for _____
_____ on the bond accompanying the lease above described, hereby
consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and
effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,

Washington, D. C., Jan 11

APPROVED: [Signature] **GLENN L. EMMONS**

Commissioner

Indian Affairs.

Approved under authority delegated
by Secretarial Order No. 2508,
January 11, 1949 (14 F.R. 258-260),
and Order No. 551, Ame
(19 F.R. 1936).

U. S. GOVERNMENT PRINTING OFFICE



RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No.

I-149-Ind-8913

JUL 16 1954

U. S. Geological Survey
Carlsbad, N. M.

ASSIGNMENT OF MINING LEASE

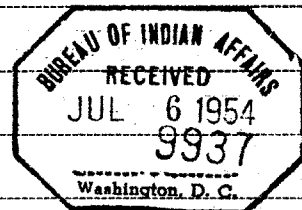
WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7th day of June, 1951, entered into by and between
BROWN VANDEVER, Navajo Indian Allottee 077031, lessor,
and GLENN D. WILLIAMS and J. T. HUTTON, lessee,
covering the following-described lands in the County of McKinley (Eastern Navajo)
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of New Mexico, to wit:

Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ of

Section 18

Township 13 North, Range 10 West, N.M.P.M.

Containing 163.38 Acres



Now, THEREFORE, for and in consideration of One and no/100-----

----- dollars (\$ 1.00), the receipt of which is hereby acknowl-
Glenn D. Williams (Assignee of J. T. Hutton and Parallee
edged, the said Hutton, his wife) (whose wife Edith A. Williams joins
him in the execution hereof)
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys

All their right, title, and interest in and to said lease,
and all their right, title and interest in and to the land therein
described

subject to the approval of the Secretary of the Interior, to Santa Fe Uranium Company
of Salt Lake City, Utah.

Said assignment to be effective from date of approval hereby of by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set our hand and seal, this 23rd
day of June, 19 54

Glenn D. Williams
Edith A. Williams

STATE OF _____ } ss:
COUNTY OF _____ }

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico } ss:
COUNTY OF McKinley }

Before me, a notary public, in and for said county and State, on this 28th day of June, 1954 personally appeared _____

GLENN D. WILLIAMS and EDITH A. WILLIAMS, his wife

_____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires December 30, 1954

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set cur hand and seal this 23rd day of June, 1954

SAINTA FE URANIUM COMPANY

By N. L. Schreiber
Vice President

ATTEST:

Secretary

CONSENT OF SURETY

The CENTRAL SURETY AND INSURANCE CORPORATION, of Kansas City, Missouri, surety for Glenn D. Williams

_____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this 28th day of June, 1954

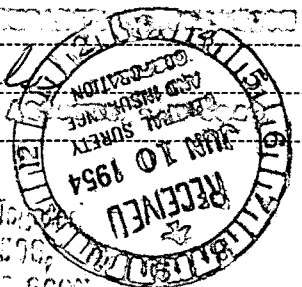
UNITED STATES
DEPARTMENT OF THE INTERIOR,

Washington, D. C., June 9 1954

APPROVED:

Chief, Branch of _____
Indian Affairs.

Approved under authority of
by Secretarial Order No. 2396,
January 11, 1948 (16 F.R. 230, 230)
and Order No. 551, 19____



U. S. GOVERNMENT PRINTING OFFICE

5-154c
(May 1949)

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

CONTRACT NO.

I-149-Ind-8913

BFC - 8 023

U. S. Geological Survey,

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium
mining lease, dated the 7 day of June, 19 51, entered into by and between

Brown Vandever, Allottee 077031, lessor,

and Glenn D. Williams and J. T. Hutton, lessee,

covering the following-described lands in the County of McKinley (Eastern Navajo)

(Insert name of Reservation, Pueblo, Nation, etc., as needed)

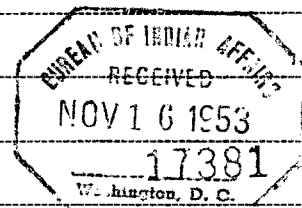
in the State of New Mexico, to-wit:

Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ of

Section 18,

Township 13 North, Range 10 West, N.M.P.M.

Containing 163.35 acres



NOW, THEREFORE, for and in consideration of One and no/100

dollars (\$ 1.00), the receipt of which is hereby acknowl-

edged, the said J. T. Hutton, together with Paralee Hutton, his wife, two of

the owner^s of the above-described lease, hereby bargain^s, sell^s, transfer^s, assign^s, and convey^s

all of their right, title, and interest in and to said lease,

and all of their right, title and interest in and to the land therein
described,

subject to the approval of the Secretary of the Interior, to Glenn D. Williams

, of Gallup, New Mexico

Said assignment to be effective from date of approval hereby ^{of} by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor^s ^{have} hereunto set their hands and seal, this 26th
day of January, 19 53

NOV 16 1954
BUREAU OF INDIAN AFFAIRS
WASHINGTON, D. C.

J. T. Hutton (Seal)
Paralee Hutton (Seal)

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____ } ss:
 COUNTY OF _____

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____
 to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that
 he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico } ss:
 COUNTY OF McKinley

Before me, a notary public, in and for said county and State, on this 5th day of February, 1953 personally appeared J. T. Hutton and Pearllee Hutton, husband and wife

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 5/28, 1953

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 5th day of February, 1953

Alvin D. Williams (Seal)

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
 DEPARTMENT OF THE INTERIOR,
 Washington, D. C., DEC -8 1953

APPROVED:

(Sgd) E. J. UTZ
Assistant

Commissioner, Indian Affairs.

1683-2 U. S. GOVERNMENT PRINTING OFFICE

Copy mailed to Washington

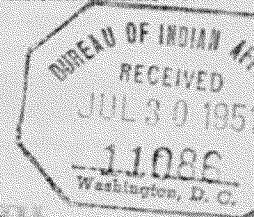
Form 5-154
(October 1939)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

Contract No. I-149-Ind-2213

MINING LEASE ALLOTTED INDIAN LANDS

(For Minerals other than Oil and Gas)



_____ Mining Lease _____ Reservation
(Write all names and addresses in full)

THIS INDENTURE OF LEASE, made and entered into in quintuplicate, on this 7 day ofJune, 1951, by and between Dwain Vandoverallottee No. 077081 of the Navajo tribe of Indians,of McKinley County, State of New Mexicopart 3 of the first part, hereinafter called the lessor, and Glenn W. Williams andJ. E. Sutton, of ShashoniState of New Mexico, part 1st of the second part, hereinafter called the lessee, under and in pursuance of the provisions of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases covering restricted Indian allotments.

WITNESSETH

Cash bonus of \$750.00

1. That the lessor, for and in consideration of \$24/receipt whereof is hereby acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid and observed by the lessee, doth hereby demise, grant, and lease unto the said lessee, the following-described tract of land lying and being within the _____

Reservation, county of McKinley, and State of New Mexicoto wit: Lot 3, 4, 5/2 SW/4.of section 18, township 18 N., range 10 E., 1-4-7 meridian, and containing

163.36 acres, more or less, for the full term of 15 years from the date of approval hereof, for the sole purpose of prospecting for and mining minerals, as follows: Uranium and related minerals.

the lessee to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, milling, storing, and removing such minerals.

2. The term "Superintendent" as used herein shall refer to the superintendent or other official in charge of the Indian Agency having jurisdiction over the lands leased.

3. In consideration of the foregoing, the lessee hereby agrees:

(a) ROYALTY.—To pay, or cause to be paid, to the Superintendent, for the use and benefit of the lessor, as royalties, the sums of money as follows, to wit: ~~as set forth in attached continuation sheet. Provisions of para. (b) and (d) of this section are superseded by attached continuation sheet. In case of conflict provisions of continuation sheet shall govern.~~

All royalties accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

*ADW
JDL*
(b) ANNUAL RENTAL.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the lessor, in advance beginning with the date of approval of the lease, as annual rental, the following: Twenty-five cents per acre for the first calendar year or fraction thereof, 50 cents per acre per annum for the second and third years, and \$1 per acre per annum in advance for each and every calendar year thereafter during the continuance of the lease; it being understood and agreed that said sum so paid shall be a credit on the royalties accruing during the year for which the payment of annual rental is made, and that said annual rental when paid shall not be refunded to the lessee because of any subsequent surrender or cancellation hereof.

*ADW
JDL*
(c) DILIGENCE, PREVENTION OF WASTE.—To exercise diligence in the conduct of prospecting and mining operations; to carry on development and operations in a workmanlike manner and to the fullest possible extent; to commit no waste on the said land and to suffer none to be committed upon the portion in his occupancy or use; to comply with all the requirements of the laws of the State in which the land is located; to take appropriate steps for the preservation of the property and the health and safety of workmen; promptly to surrender and return the premises upon the termination of this lease to whomsoever shall be lawfully entitled thereto, in as good condition as received, excepting for the ordinary wear and tear and unavoidable accidents in their proper use; not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the surface of the land, excepting the office fixtures and records, personal property, tools, pumping and drilling outfits, boilers, engines, and mining machinery, which shall remain the property of the lessee and may be removed at any time prior to 60 days after the termination of the lease by forfeiture or otherwise, provided the payments agreed upon by this lease have been made and the lease terms and regulations applicable thereto have been fully complied with, but not otherwise; not to permit any nuisance to be maintained on the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purpose on such premises; and not to use such premises for any other purposes than those authorized in this lease.

(d) DEVELOPMENT.—The land described herein shall not be held by the lessee for speculative purposes, but in good faith for mining the minerals specified; and the failure by the lessee in the diligent development and continued operation of the mine or mines, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the lessee, shall be held as a want of compliance with the purposes of this lease and shall render it subject to cancellation: *Provided*, That whenever the Secretary of the Interior shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable, but such action will not release the lessee from the payment of the advance annual rental.

(e) MONTHLY STATEMENTS.—To keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of minerals mined, the amount removed, and the gross receipts derived therefrom, and to furnish the Superintendent sworn monthly reports thereon not later than the twenty-fifth of the succeeding month; and all sums due as royalty and advance rental shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operation upon said property, and upon all of the unsold minerals obtained from the land herein leased, as security for payment of said sums. An audit of the lessee's accounts and books shall be made annually or at such times as may be directed by the Superintendent by certified public accountants approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish free of cost a copy of such audits to the Secretary of the Interior through the Superintendent within 30 days after the completion of each auditing.

(f) REGULATIONS.—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases: *Provided*, That no regulations hereafter approved shall effect a change in rate of royalty, the annual rental herein specified, or the term of this lease, without the written consent of the parties to this lease.

* Here insert the royalties agreed upon in accordance with applicable regulations.

STIPULATION

Modifying allotted land mining lease Contract No. I-149-Ind-8713.

WHEREAS, above numbered mining lease was made for the sole purpose of prospecting for and mining minerals, as follows:
 "Uranium and related minerals."

This amendment shall not effect any of the other provisions of said lease and said lease as originally signed shall remain in force and unaltered except as to the modification herein set out.

It is therefore agreed that the wording "Uranium bearing ores", is hereby substituted for "Uranium and related minerals."

WITNESSES TO SIGNATURES:

Philippe
Fanni A. S. Grech

Brown Vandever (his thumb print)
Brown Vandever, Lessor
Glenn D. Williams
Glenn D. Williams, Lessee
J. I. Hutton
J. I. Hutton, Lessee

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW MEXICO

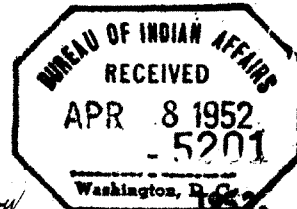
COUNTY OF MCKINLEY

} ss

BEFORE ME, a Notary Public, on this 29th day of February, 1952, personally appeared Brown Vandever, to me known to be the identical person who executed the foregoing stipulation, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Comm expires 5/28/53

Philippe
 Notary Public

CONSENT OF SURETY

~~GENERAL SURETY AND INSURANCE CORPORATION~~, surety for Glenn D. Williams and J. I. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessees.

Dated at Denver, Colorado this 14th day of March 1952.

~~GENERAL SURETY AND INSURANCE CORPORATION~~

By

Leonard Stebbins
 (Leonard Stebbins)
 Attorney-in-Fact

STIPULATION

Modifying Allotted Land Mining Lease Contract No. I-149-Ind-8913.

Above numbered mining lease is hereby modified to provide as follows:

"Wherever minerals or other products are recovered which are not included in determining mine value per dry ton as defined on page one of continuation sheet of form 5-154 attached and made a part of said lease, there shall be paid to the lessor for such minerals or other products, a royalty of 10 per cent of the gross value of such products."

This modification shall not effect any of the other provisions of said lease and said lease shall remain in force and unaltered except as to the modification herein set out.

Witnesses to Signatures:

James P. Hutton

Brown Vandover (his thumbprint)
Brown Vandover, Lessor

Glenn D. Williams
Glenn D. Williams, Lessee

Chas. M. Hutton

J. T. Hutton
J. T. Hutton, Lessee

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW MEXICO)
) SS
COUNTY OF McKinley)



BEFORE ME, a Notary Public, on this 8th day of March 1952, personally appeared Brown Vandover, to me known to be the identical person who executed the foregoing stipulation, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: 5/28/53

James P. Hutton
Notary Public

CONSENT OF SURETY

CENTRAL SURETY AND INSURANCE CORPORATION

, surety for Glenn D. Williams and J. T. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessee.

Dated at Kansas City, Missouri this 18th day of March 1952.

CENTRAL SURETY AND INSURANCE CORPORATION

By *R. W. Wyatt*
R. W. Wyatt, Attorney-in-fact

Form 5-154
(October 1939)

CONTINUATION SHEET

Contract No.

I-149-Ind-8913

MINING LEASE ALLOTTED INDIAN LANDS
(For Minerals other than Oil and Gas)

The Lessee hereby agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, as royalty, the sums of money as follows:

Percentage Royalty Schedule

<u>Mine Value Per Dry Ton</u>	<u>Royalty Percentage of Mine Value Per Dry Ton</u>
\$ 0.01 to \$ 10.01	10%
\$ 10.01 to \$ 20.01	11%
\$ 20.01 to \$ 30.01	12%
\$ 30.01 to \$ 40.01	13%
\$ 40.01 to \$ 50.01	14%
\$ 50.01 to \$ 60.01	15%
\$ 60.01 to \$ 70.01	16%
\$ 70.01 to \$ 80.01	17%
\$ 80.01 to \$ 90.01	18%
\$ 90.01 to \$100.01	19%
\$100.01 or more	20%

"MINE VALUE PER DRY TON", wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or scheduled dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all, of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items: (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment or beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the fifteenth (15th) day of the month next following receipt by Lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

In addition to the above royalty payments there shall be paid to the Superintendent for the use and benefit of the Lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium ore from said lease. But this provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for the production of ore.

Annual Rental

The Lessee agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, in advance beginning with the date of approval of the lease as annual rental, the sum of One (\$1.00) Dollar per acre for the first calendar year and the sum of One (\$1.00) Dollar per acre, in advance, for each and every calendar year thereafter during the continuation of this lease.

The rentals so paid shall not be a credit on the royalties accruing under this lease and shall not be refunded to the Lessee because of any subsequent surrender or cancellation of the lease.

Development

The land described herein shall not be held by the Lessee for speculative purposes but in good faith for mining mineral specified. The Lessee shall expend in the development of said lease in each year the sum of Ten (\$10.00) Dollars per acre. Such development shall consist of road building, prospecting or drilling and mining operations, and the Lessee shall each year submit to the Superintendent satisfactory reports regarding development expenditures, which reports shall be furnished within ten (10) days after the yearly anniversary date of the lease; and failure by the Lessee in the diligent development and continued operation of the mine or mines, or the expenditures of the sum provided herein for the development of said lease in each year except when the operations may be interrupted by strikes, the elements or casualties not attributable to the Lessee, shall be held as want of compliance with the purposes of this lease and shall render it subject to cancellation; provided that whenever the Secretary of the Interior shall consider the marketing facilities inadequate or economical conditions unsatisfactory he may authorize the suspension of operations for such time as he may deem advisable but such action will not release the Lessee from the payment of the advance annual rental.

Payment for Surface Damage

The Lessee shall pay to the Superintendent for the use and benefit of the Lessor, as damage to the surface of the lands covered by this lease, Ten (\$10.00) Dollars per acre for each acre of land upon which the vegetation of any kind is destroyed or on which the top soil may be removed, turned or damaged by the mining operations conducted on said lease, but not including the reasonable use of the surface for roads and the construction of facilities for the operation of this lease. Provided, however, that in the event the royalty payments made under this lease shall equal or exceed the amount due for surface damages as provided in this paragraph then and in that event the Lessee shall be released from the obligation to pay such surface damages.

The Lessee shall not be permitted to surrender or terminate this lease until the damages provided for in this paragraph have been paid and in the event of the cancellation or forfeiture of this lease by the Secretary of the Interior as provided in said lease, the Lessee shall remain obligated to pay for surface damages as herein provided and the bondsmen of the Lessee shall not be released from liability until such surface damages are paid. The extent of the surface damages and the amount due therefor, shall be determined by the Secretary of the Interior.

The lessee shall employ Navajo labor in all positions for which they are qualified, including truck drivers, and shall protect the Indian grazing rights and other Indian rights to the surface of the lands.

The lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all sub-contracts hereunder.

Two witnesses to signature
of Lessee

M. D. Long
Ruby Foster

Alvin D. Williams
Lessee
J. Hutton
(Attest)

Two witnesses to signature
of Lessor

M. D. Long
Ruby Foster

Brown Vanderer
Lessor



Lessor

Lessor

Lessor

Lessor

Lessor

(g) **ASSIGNMENT OF LEASE.**—Not to assign this lease or any interest therein by an operating agreement or otherwise nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(h) **BOND.**—To furnish such bond as may be required by the regulations of the Secretary of the Interior conditioned upon compliance with the terms of this lease.

4. **MILLING.**—All ores or minerals mined on said land shall be cleaned and prepared for market thereon, and no ore or crushed material shall be removed therefrom to be cleaned or prepared for market without the written consent of the Secretary of the Interior.

5. **INSPECTION.**—The leased premises and producing operations, improvements, machinery and fixtures thereon and connected therewith, and all books and accounts of the lessee shall be open at all times for inspection by the lessor and his agents or any duly authorized representative of the Secretary of the Interior.

6. **DISPOSITION OF SURFACE.**—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, such disposition to be subject at all times to the right of the lessee herein to the use of so much of said surface as is necessary in the extraction and removal of the minerals from the land herein described in accordance with this lease.

7. **SURRENDER AND TERMINATION.**—The lessee shall have the right at any time during the term hereof to surrender and terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due and payable to the lessor, and the further sum of \$1, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded lessee shall file a recorded release with his application to the Superintendent for termination of this lease.

8. **CANCELATION AND FORFEITURE.**—When, in the opinion of the Secretary of the Interior, there has been a violation of any of the terms and conditions of this lease before restrictions are removed, the Secretary of the Interior shall have the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land: *Provided*, That after restrictions are removed the lessor shall have and be entitled to any available remedy in law or equity for breach of this contract by the lessee.

9. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.**—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until said Secretary shall have given 30 days' written notice. Until said requirements are fulfilled, lessee shall continue to make all payments due hereunder as provided in section 3 (a) and (b). After notice of relinquishment has been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(a) All rentals and royalties thereafter accruing shall be paid directly to lessor or his successors in title.

(b) If, at the time supervision is relinquished by the Secretary of the Interior as to all lands included in this lease, lessee shall have made all payments then due hereunder, and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office, shall be of no further force or effect.

10. **HEIRS AND SUCCESSORS IN INTEREST.**—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

11. **GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.**—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR:

M. D. Long

P. O. Window Rock, Ariz

Ruby Foster

P. O. Window Rock, Ariz

TWO WITNESSES TO EXECUTION BY LESSEE:

M. D. Long

P. O. Window Rock, Ariz

Ruby Foster

P. O. Window Rock, Ariz

State of Arizona

County of Apache

ss:

his mark
[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Attest:

ACKNOWLEDGMENT OF LESSOR

Before me, a notary public, on this 7th day of June, 1951, personally appeared Brown Vanderhor, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 29, 1952

Adelle Samuelson
Notary Public.
In and for the County of Pima,
State of Arizona

UNITED STATES
DEPARTMENT OF THE INTERIOR

Washington, D. C., _____, 19____

~~The within lease is hereby approved.~~

Assistant Secretary of the Interior.

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON 25, D. C.

NOV 30 1951

Filed for record this _____
o'clock _____ m.

Rental received, \$ 100.00 100.00

APPROVED:

Chief,

U. S. GOVERNMENT PRINTING OFFICE

P. O. Box 829
 Carlsbad, New Mexico
 March 11, 1958

MINE INSPECTION REPORT
 INDIAN ALLOTTED LAND
 MCKINLEY COUNTY, NEW MEXICO

ALLOTTED LEASE
 I-149-Ind-8913

by
 Howard B. Nickolson
 Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY
 CONSERVATION DIVISION - MINING BRANCH

On February 27, 1958, I made an inspection of Lease I-149-Ind-8913 (Uranium) on Indian Allotted land (Brown Vandever Allottee No. 077031) located in SW $\frac{1}{4}$ of Section 18, T. 13 N., R. 10 W., N.M.P.M., McKinley County, New Mexico, approximately 5 miles northeast of Prewitt. The lease originally issued to Glenn Williams and J. T. Hutton in June, 1951, was assigned, July, 1954, to the Santa Fe Uranium Company which has since merged with Federal Uranium Corporation, Box 655, Grants, New Mexico.

Ed Buoy, mine superintendent and Mr. Joe D. Longacre, Sr., Deputy State Mine Inspector accompanied the examiner.

Since the last inspection on August 13, 1957, a new shaft 220 feet long, inclined 20 degree has been sunk to intersect an ore body recently found by drilling. This ore body is flat lying deposit in the Todelta limestone. The new shaft is approximately 500 feet in a northerly direction from the old underground workings on Lease I-149-Ind-8913. Mr. Buoy stated the ore reserves from this deposit are expected to be worth \$500,000. The company map showed the deposit to be about 300 feet long and 250 feet wide and Mr. Buoy stated the ore was about 6 to 7 feet thick. Some ore outlines have been found extending from the main body by the exploratory drilling. Exploratory drilling is still being carried out to further delineate the ore body to the north.

An exceptional nice job has been done on the shaft. The shaft is completely timbered and lagged with sawed timber. A shaft station about 16 feet wide and 50 feet long has been driven along the ore zone. Mr. Buoy plans to rock bolt the back of the station.

A short opening off the station to the north will serve as a primer magazine, this room will have a wooden bench for making up primers and a door that can be locked.

Due to the loss of uranium values in the fines an undercutting method in the waste at the floor of the drift is used. A center V cut is drilled and blasted in the first two feet of waste in the floor of the drift. This waste is removed and six holes drilled in the ore are blasted, breasting the ore to the undercut. This method serves to keep the ore coarse, cuts the loss of fines and prevents intermixing of the ore and waste.

A suction fan with a 10 inch metal vent pipe installed in the incline and a fan on the surface hooked to a 8 inch vertical hole drilled into the station provides ample ventilation. Enlarged drill holes will serve for ventilation as the workings progress.

The mine employs 12 men, 2 shifts per day, and of these men 5 are Navajos.

Apparently no ore is being produced from the old underground workings or the open pits on this or the adjoining allotted leases. The last production reported from this lease was in September, 1957, and the last reported production from lease I-149-Ind.-8912 was in November, 1957.

Howard B. Nickelson
Mining Engineer

HBN:nb

Orig to: Supt., Navajo Agency
cc: Comm., Office of Indian Affairs
: Chief, Mining Branch
: Files ✓

P. O. Box 829
 Carlsbad, New Mexico
 February 24, 1959

MINE INSPECTION REPORT
 INDIAN ALLOTTED LAND
 MCKINLEY COUNTY, NEW MEXICO

ALLOTTED LEASE
 I-149-Ind-8913

By
 James W. Hager
 Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
 Geological Survey
 CONSERVATION DIVISION - MINING BRANCH

On February 5, 1959, I examined Mining Lease I-149-Ind-8913 (Uranium) on Indian allotted land (Brown Vandever Allottee No. 077031) located in the SW $\frac{1}{4}$, Section 18, T. 13 N., R. 10 W., N.M.P.M., approximately 5 miles northeast of Frewett, New Mexico. The lease originally issued to Glen Williams and J. T. Hutton in June, 1951, was assigned July, 1954, to the Santa Fe Uranium Company which has since merged with Federal Uranium Corporation the present operators.

The mine was opened through a 235 foot, 20 degree incline. The workings were connected to the mined-out area of the No. 1 incline mine. On date of examination ventilation which was by natural means was good. All work was within 300 feet of the No. 2 incline portal.

Mining was limited to the removal of two last pillars and a small amount of ore remaining on the left of the main haulage drift. The mine foreman estimated that about 800 tons of ore remained and that mining would be completed by March 1st. The area mined from the No. 2 incline produced 4,947.8 tons valued at \$69,642.07, from January 1958 to February 1959. Extraction from the mine appeared very high, only one small stamp composed of low grade ore was seen in the mined out area. The old No. 1 incline had been boarded up securely. The mine foreman stated that the No. 2 incline would be boarded up and put in condition for abandonment.

On date of examination there were 6 men employed on a 1 shift 5 day week basis. About 35 tons of ore were produced daily.

J. W. Hager
 J. W. Hager
 Mining Engineer

Orig. to: Supt., Navajo Agency
 cc: Comm., Office of Ind. Affairs
 : Chief, Mining Branch

P. O. Box 829
 Carlsbad, New Mexico
 August 28, 1957

MINE INSPECTION REPORT
 INDIAN ALLOTTED LANDS
 MCKINLEY COUNTY, NEW MEXICO

ALLOTTED LEASE
 I-149-Ind-8913

by
 H. B. Nickelson
 Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY
 CONSERVATION DIVISION - MINING BRANCH

On August 13, 1957, accompanied by J. W. Hager Mining Engineer, U. S. Geological Survey, I made an inspection of Lease I-149-Ind-8913 (Uranium) on Indian allotted land (Brown Vandever Allottee No. 077031) located in SW $\frac{1}{4}$ of Section 18, T. 13 N., R. 10 W., N.M.P.M., McKinley County, New Mexico) approximately 5 miles northeast of Prewett. The lease originally issued to Glenn Williams and J. T. Hutton in June, 1951 was assigned, July, 1954, to the Santa Fe Uranium Company which has since merged with Federal Uranium Corporation, Box 655, Grants, New Mexico. Bruce Caldwell, Mine foreman, accompanied the examiners. Ed Bouy, Mine superintendent was away on business.

The ore occurs in the Todelto limestone, within a fracture zone that trends along the crest of minor folds. The ore occurs as flat lying bodies that range from one to six feet thick and from five to twenty feet wide.

The lease has been developed by a incline shaft approximately 170 feet long that connects with a haulage level about 1500 feet long. This haulage level was driven in a sandstone bed below the productive limestone bed. Short 20 to 25 foot raises driven approximately 100 feet apart along the haulage way intersect the overlying ore zone. All mining has been by modified breast stoping with an occasional small pillar and a few stulls for roof support. Air slashes are used to remove the ore from the stopes to the raises and one ton cars carry the ore along the haulage level, up the incline to the ore bin. The mine is ventilated by blowing down 4 inch exploration drill holes located in each stope and by several 8 inch exhaust holes located along the

haulage level. The foreman stated another 8 inch exhaust hole was planned as soon as the company drill rig was repaired. This hole would improve the ventilation at the face of the haulage level and in the working stopes. The mine employs 7 miners, 5 days per week.

The foreman stated most of the known ore reserves had been mined and it is estimated the potential life of the mine is about 5 months. During the fiscal year 1957 the property produced 6,077.02 tons of high lime ore averaging 0.306 percent V_2O_5 and 0.1757 percent U_3O_8 .

H. B. Nickelson
Mining Engineer

Orig. to: Supt., Navajo Agency
cc: Comm., Office of Indian Affairs, Washington
: Chief, Mining Branch
: Files

P. O. Box 829
 Carlsbad, New Mexico
 December 19, 1956

MINING INSPECTION REPORT
 ALLOTTED LANDS
 HICKINLEY COUNTY, NEW MEXICO

ALLOTTED LEASE
 I-149-Ind-8913

by
 J. W. Hager
 Mining Engineer

U. S. DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY
 CONSERVATION DIVISION - MINING BRANCH


On November 28, 1956, an inspection was made of Lease I-149-Ind-8913 (Uranium) on Indian allotted land (Brown Vandever - Allottee No. 077031) located in SW $\frac{1}{4}$ of Sec. 18, T. 13 N., R. 10 W., N.M.P.M., approximately 5 miles northeast of Trewett, New Mexico. The lease originally issued to Clemm Williams and J. H. Hutton in June 1951 was assigned July 1954 to the Santa Fe Uranium Company which has since merged with Federal Uranium Corporation.

The ore occurs in the Todelto limestone, in irregular bodies a few inches to 5 feet thick. The lease had been developed by an incline of approximately 170 feet. All mining has been by modified breast stoping with occasional pillars left for roof support.

Ventilation on date of inspection was by gasoline driven fans blowing through several 8" drill holes and was adequate. Drilling was done wet by jackhammers mounted on pneumatic legs; no dust was visible in the atmosphere. The ore from the stopes which are located from 7 to 8 feet above the haulage drifts is slushed by compressed air slushers into one ton cars which are hand trammed to the bottom of the incline from where they are hauled up the incline by a gasoline driven hoist.

The mine operated two shifts, five days a week. 13 men were employed.

A map of the mine has been received for the files of the Geological Survey.


 J. W. Hager
 Mining Engineer

Orig. to: Supt., Navajo Agency
 cc: Comd., Office of Indian Affairs
 : Chief, Mining Branch
 : Files

P. O. Box 829
 Carlshad, New Mexico

February 20, 1959

Mr. George H. Snyder
 Homestake-New Mexico Partners
 P. O. Box 98
 Grants, New Mexico

Dear Mr. Snyder:

A royalty check of Liquidation No. 95 for ore delivered to your mill at Grants for January, 1959, by Federal Uranium Corporation from Lease I-249-Ind-8913 shows that the royalty value from the previous Liquidation No. 81 was inadvertently used to calculate the royalty for Liquidation No. 95.

Will you please make the necessary correction and remit the additional royalty to the Superintendent of the Navajo Agency at Window Rock, Arizona. Would you please forward a copy of this correction to our office for our Indian accounting.

Yours truly,

Howard B. Nickelson
 Mining Engineer

HEH:nb

Orig. to: Homestake-New Mexico Partners, Grants, New Mexico
 cc: Federal Uranium Corp., Salt Lake City, Utah
 : Supt., Navajo Agency, Window Rock, Arizona
 : Files

Note: Since this lease is about to be cancelled, I would like to bring to your attention a letter I wrote September 18, 1958, requesting a correction of Liquidation No. 54 for ore sold to Homestake-Sapin Partners. A copy of this letter was sent to you at that time. This office has no record of this mistake being corrected. An error in the grade of the ore was detected which increases the royalty value from \$21,271.54 to \$21,340.21, thus increasing the royalty \$8.25. If your records show that this was paid please send us a copy of the payment or settlement sheet for our accounts.

-8913

P. O. Box 829
Carlsbad, New Mexico

September 18, 1958

Mr. George H. Snyder
Homestake-Sagin Partners
P. O. Box 98
Grants, New Mexico

Dear Mr. Snyder:

A check of Liquidation No. 54 for ore delivered to your mill at Grants for August by Federal Uranium Corporation from Lease No. I-119-Ind-8913 shows that the composite grade of uranium is 0.290656% U_3O_8 instead of 0.286% U_3O_8 as reported. This resulted in the underpayment of royalty to the Navajo Agency at Window Rock, Arizona.

Will you please make the necessary correction and remit the additional amount to the Superintendent of the Navajo Agency in a manner convenient to your records.

Very truly yours,

Howard B. Nickelson
Mining Engineer

HBN:ep
cc: Supt. Navajo Agency, Window Rock
Federal Uranium Corporation
1370 South 3rd West
Salt Lake City, Utah

LUCIUS PITKIN, JR.

Ore Purchasing Agent for United States Atomic Energy Commission

Mining Station Grants Grand Junction, Colorado August 23 19 56
 Addition No. 1535 Lot No. 38 Shippers Lot No. _____
 Bought of Federal Uranium Corp. A.E.C. License No. P-2179
 Address 248 E. Main ; Salt Lake City, Utah
 Type of Ore Hi Lime Contract No. _____ Date Received 7/30/56
 Mining Claim Indian Service Lease Mining District Grants File No. 5

Lot No.	Wet Weight Pounds	H ₂ O	Dry Weight Pounds	SETTLEMENT ASSAYS				CONTENTS POUNDS			
				U ₃ O ₈	V ₂ O ₅	Ca CO ₃	Cu	U ₃ O ₈	V ₂ O ₅	Ca CO ₃	Cu
38	69,440	✓ 1.54	68,368	0.17	0.30	73.5	-	116.23	20%	50,250	-

U3O8	Per Lb.	Per Ton	Short Tons	Total Value
0.17 % = 3.4 # at	2.90	9.86	34.1840	\$337.06
Development allowance 3.4 # at	.50	1.70	"	58.11
TOTAL U3O8 PAYMENT		1156	34.1840	\$395.17
Haulage allowance 18 miles @ 6¢ per wet ton mile			34.7200	37.50
TOTAL				\$432.67
V2O5				---
TOTAL GROSS PRICE				\$432.67
Deductions:				---
NET PROCEEDS				\$432.67

Correct WSJ
 Checked HDY
 Approved HER

Paid, 8/23/56
 Vc. No. 8/186
 Ch. No. 2883

SW 1/4 Sec 18
 lease 8913

Handwritten signature: Jm

Handwritten signature: Jm

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.
 I certify that I hold A. E. C. Source Material License numbered above.
 I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.
 I will accept the amount as shown above as "Total Gross Price" in full settlement for sums due to me on account of the ore deliveries described herein.

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.

All rates paid are based on U. S. Atomic Energy Commission Published Schedules unless otherwise provided in contract applicable to ore delivery described herein.

Federal Uranium Corp. Seller or Agent

By _____
Title _____

RECEIVED

NOV 19 1956

U. S. Geological Survey
 Carlsbad, N. M.